

Request for Proposal

For

Network Support Services

For The

Williamsburg County School District

423 School Street,

P. O. Box 1067

Kingstree, South Carolina 29556

RFP # WCSD-2006-001

November 8, 2005

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I. Introduction

The Williamsburg County School District ("the District" or "WCSD") is soliciting sealed proposals for technical support of the computer networks in the District, including installation, configuration, cabling, and basic maintenance. This document is the Request for Proposals ("RFP") for infrastructure, components and services related to this task.

The District consists of 16 sites including the district office. WAN and internet access infrastructure provided by the SC Division of the State CIO serve each site. The District's LAN/WAN environment is predominantly Ethernet and the Network Server platform is predominantly Microsoft.

District personnel perform all maintenance of desktop PCs.

The services sought in this Request for Proposals have been provided for the last three years by three different companies. LAN Basic Maintenance Level 3 (Network Engineer) services, LAN project Level 3 installation services, and LAN structured cabling projects have been provided by a network integration company working under the terms of two separate contracts with the District. LAN Basic Maintenance Level 1 (Network Technician) services have been provided by a contracted services company. During this same time period, another network integration services company (utilizing SC State Master Contracts) has provided structured cabling for several school renovation projects, installation and configuration for the District's Distance Education network, and basic maintenance of the Distance Education network.

During this time period, network components have been procured from various SC State Master Contracts.

II. Invitation

A. The District will receive sealed proposals at:

Williamsburg County School District
District Office
Attn: Regina McKnight, Director of Technology
423 School Street,
Kingstree, SC 29556

The deadline for receipt of proposals is **December 14, 2005, 12:00 Noon**. Proposals will be publicly opened at that time. Proposals not physically in the possession of the Procurement Official at that time will be given no further consideration, unless approved in advance by the District. Place the following on the outside of the mailing/delivery package: **Response to Williamsburg County School District, On-Site Network Support Services, RFP # WCSD-2006-001**. The Offeror must provide one signed original and five (5) copies of the proposal. This means that FAX or email transmission of the proposal will not be accepted.

- B. The District expects to award the Contract to the firm whose proposal is in the best interest of the district. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening of said bid. The District reserves the right to reject any and all bids and to waive any requirements herein.
- C. The RFP and its requirements will become binding on the Contractor awarded a contract, unless Contractor takes formal exception to an item or items, as directed in the section, "Proposal Requirements."
- D. From the time of receipt of this RFP until the awarding of the contracts, Offerors are hereby cautioned to **limit any communications with the District to the email account named below**. Any attempt to circumvent the bidding process by contacting personnel at this institution could result in the disqualification of the Offeror. Any questions regarding this RFP should be directed, in writing **VIA EMAIL**, to WCSD Network Support RFP (WCSD2006rfp@serviceassoc.com). Questions will be answered by issue of Addenda to the list of Offerors registered with the District. The last day for the receipt of questions will be **December 5, 2005**.

III. Time Schedules

- | | |
|--------------------------|--|
| ▪ RFP / Form 470 Posted | Tuesday, November 8, 2005 |
| ▪ Last day for questions | Monday, December 5, 2005 |
| ▪ Opening of Proposals | Wednesday, December 14, 2005 @ 12:00 Noon |
| ▪ Execution of Contract | Not earlier than
Monday, December 19, 2005 |

IV. Evaluation Criteria

Evaluation of all proposals will be based on the following criteria, listed in order of priority:

- A. Cost **15%**
- B. The Contractor's prior experience and comparability of client database as presented in the response. **13%**
- C. The Contractor's qualifications, certification, and credentials as presented in the response. **12%**
- D. Overall service offered. **12%**
- E. Plan for working under the supervision of the WCSD Information Technology Team as presented in the response. **12%**
- F. Understanding of the project and scope of work as presented in the response. **12%**

- G. Submission in accordance with proposal format described herein. **12%**
- H. Responses of selected past and present clients (the District will select those references to be contacted). **12%**

V. E-Rate

The District has posted FCC Form 470 Number **569480000550067** on the USAC-SLD web site in conjunction with this RFP, and it is the intent of the District to submit FCC Form 471 Application(s) to the SLD for funding of these services. District funding of these services may be conditional upon a funding commitment by the SLD. The successful Offeror will be required to segregate, and bill separately, any costs of services that are not e-Rate eligible. The successful Offeror will be required to bill in accordance with SLD guidelines using the method determined by the District.

VI. General Requirements/Information

- A. This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof; seems to any vendor to restrict, or limit, the requirements in the solicitation to a single source, it shall be the responsibility of the interested vendor to notify the District in writing so as to be received Fifteen (15) days prior to the opening date. The solicitation may or may not change, but a review of such notification will be made prior to award.
- B. Any actual or prospective bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the solicitation of a contract shall protest to Dr. Kenneth Gardner, Superintendent, P. O. Box 1067, 423 School Street, Kingstree, SC 29556, within fifteen days of the date of issuance of the Invitation For Proposals or Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual bidder, offeror, contractor, or subcontractor who is aggrieved in connection with the intended award or award of a contract shall protest to Dr. Kenneth Gardner, Superintendent, P. O. Box 1067, 423 School Street, Kingstree, SC 29556, within fifteen days of the date of notification of award posting in accordance with Williamsburg County School District Procurement Code and Regulations.
- C. The District reserves the right to reject any and all proposals, to waive any technicalities, to negotiate with Offerors prior to awarding a contract, and to accept the proposal which, in District's opinion, seems most advantageous to the District.
- D. This RFP does not commit the District to award any contract, to pay any costs associated with proposal submission, or to procure or contract for the services specified herein.
- E. The District shall not be responsible for payment of any add-on, addition, or optional equipment or service that has not been authorized in writing by the District.

- F. Offeror will be required to submit Offeror's standard agreement with Offeror's proposal for review by District. The Offeror awarded a contract will be required to amend Offeror's standard agreement to include (1) this RFP and any Addenda, (2) Offeror's proposal, and (3) any approved amendments and changes as binding components of the contract. These documents will supersede any conflicting statement in Offeror's standard agreement. The terms and conditions agreed to as part of the final contract(s) will remain applicable during warranty and as long as the contract(s) is(are) in effect between Offeror and District.
- G. Offeror will be liable for any damage Offeror may cause to equipment and/or material owned by District or Offeror. The cost to repair such damage will be the responsibility of the Offeror and repair will be completed promptly.
- H. The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (a) this RFP; (b) exhibits and other documents to be developed in the future that shall become a part of the Agreement (c) the District-Offeror Agreement (d) the District issued purchase orders or acknowledgments; and then, (e) the Offeror response to the RFP.
- I. Upon award of a contract under this solicitation, the person, partnership, association, or corporation to whom the award is made, must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. By submission of this signed offer, the offeror agrees to subject itself to the jurisdiction and process of the courts of the state of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by any government unit.
- J. The general standard of care by which Offeror shall be measured is the same standard imposed by South Carolina law on a fiduciary in a fiduciary relationship. The standard of care Offeror shall assume includes a duty of loyalty to act in the District's best interests with respect to the subject matter of the contemplated engagement, and a duty of responsibility to act with utmost good faith and diligence with respect to the obligations of Offeror under the Agreement.
- K. The Offeror will certify a "drug-free workplace" as the term is defined in Section 44-107-30 of the Code of Laws of South Carolina, 1976, as amended, by complying with the requirements set forth in Title 44, Chapter 107.
- L. The District shall have the right to interview and to object to Offeror's assignment of specific individuals (including management) to perform work relating to this Agreement and to request replacement of personnel assigned by Offeror to perform work relating to this Agreement. The District may reject personnel provided by the Offeror without incurring any cost if such rejection is made within the first two (2) days of the person's assignment. The District may reject personnel provided by the Offeror at any time provided the District pays for the time the contract person has worked.

- M. Offeror may subcontract part of its responsibilities to related companies or other entities provided the District gives prior, written approval of the subcontractor and Offeror and such subcontractor meets the requirements of the District's confidentiality agreement. In the event that Offeror engages such a subcontractor, the acts and omissions of the subcontractor shall be deemed to be the acts and omissions of Offeror and references in this Agreement to the obligations of Offeror shall also be deemed to be references to subcontractor.
- N. No contract may be assigned, sublet or transferred without written approval of the District.
- O. Under no circumstances and with no exception will the District act as arbitrator between the contractor and any subcontractor.
- P. Offeror shall keep District Confidential Information secure and confidential. Offeror shall not directly or indirectly disclose, copy, distribute or allow access to any District Confidential Information; provided however, Offeror may disclose such information to persons performing services for Offeror related to the subject matter who require access to District Confidential Information in order to complete their responsibilities. In such event, Offeror shall continue to have a legal duty to protect such District Confidential Information. In addition, Offeror may disclose District Confidential information, if so required by law.
- Q. The vendor shall hold the owner harmless from any and all damages and claims that may arise by reason of any negligence on the part of the vendor, his agents, or employees in the performance of this contract, and in case of any action brought therefore against the owner or any of its agents or employees, the vendor shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the owner reserves the right to defend such motion and charge all cost thereof to the vendor. The vendor shall take all precautions necessary to protect the public against injury.
- R. Offeror will provide the District with a written release of all liability for any liens or other encumbrances that are legally and properly claimed against the system installation. Furthermore, Offeror agrees to indemnify the District against any losses the District may incur as a result of such liens or encumbrances.
- S. Offeror will, if awarded a contract, obtain, pay the premium for, and maintain in full force and effect at least throughout the term of the contract, and for such additional time as District may deem necessary, the following insurance:
1. Workmen's Compensation, as required by Labor Laws of the State of South Carolina
 2. Property Damage in the amount of not less than \$1,000,000
 3. Public Liability in the amount of not less than \$1,000,000 for one person and \$3,000,000 for the aggregate
 4. Note: Prior to commencement of work, Offeror will provide the District with certificate of insurance or other proof of compliance, acceptable to the District. Such certificates or other Documentation will be provided to the District at least 30 days prior to any cancellation and/or change in insurance carriers or coverage.

- T. Offeror will be responsible for coordinating all activities and installation work with the District or the District's representative.
- U. Offeror will be required to enforce the District's smoking policies with respect to Offeror's labor force.
- V. Offeror shall provide only technicians, support staff, representatives, coordinators, and supervisors who are adequately trained, skilled, and certified in their various specialties to complete the installation of the District's system.
- W. Payment Terms: Offeror will provide invoices to the District, on at least a monthly basis. Offeror will bill the District for the non-discounted portion of the work and will bill the SLD for the discounted portion.
- X. Any contract entered into by the District resulting from this solicitation shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.
- Y. Any contract entered into by the District resulting from this solicitation may be terminated by the District providing a sixty (60) day advance notice is given to the contractor.
 - 1. In the event the contract is terminated or cancelled upon request and for the convenience of the District without the required sixty (60) days advance notice, the District shall negotiate reasonable termination costs, if applicable.
 - 2. Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing termination cost provision. The sixty (60) day advance notice requirement is waived and the default provisions of the solicitation shall apply.
 - 3. In case of default, the owner reserves the right to purchase any or all items in the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent offer of the defaulting contractor shall be considered until the assessed charge has been satisfied.
- Z. If any term or provision of any contract resulting from this RFP shall be found to be illegal or unenforceable, notwithstanding any such legality or unenforceability, the remainder of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severed there from.
- AA. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract(s). All changes or amendments to the Contract;(s) will be in the form of an Addendum to the Contract executed by agreement and acceptance of both parties.

VII. Vendor's Qualifications

The following specifications are not absolute requirements but these and similar credentials would be viewed by the District in a positive light. The vendor's ability to meet the following specifications (and / or similar specifications) should be documented in the proposal.

A. The successful Offeror should:

- 1) Have a staff of engineers and technicians that have certifications and qualifications including, but not limited to those associated with Microsoft, Novell, Tandberg and Cisco.
- 2) Have a business presence in South Carolina.
- 3) Have an established business partnership with leading industry infrastructure hardware manufacturers.
- 4) Have the ability to provide LAN infrastructure equipment from state contracts.

B. The successful Offeror should have the following experience:

- 1) Substantial experience as a network systems integration company in the state of South Carolina.
- 2) Substantial experience supporting multiple South Carolina school districts.
- 3) Installation and support of multiple platforms and network operating systems within a K-12 environment.
- 4) Successful voice/data convergence installations.
- 5) Successful internal and external wireless installations.
- 6) Working with large Telco's and small regional public telephone companies, the SC State Budget and Control Board – Division of the State CIO (formerly known as OIR) and the SC State Dept. of Education.
- 7) Installation and design of structured cabling systems in accord with current EIA/TIA directives and standards, and in accord with all applicable codes and statutes.
- 8) Network systems design and project management.
- 9) Management of large LAN/WAN networks.

C. The successful Offeror should provide the following:

- 1) An automated service management system that will track the hours spent and detail the work completed. A report must be provided to the District on demand and at least monthly.
- 2) Ability to report to the District within 4 hours in an emergency situation.
- 3) Familiarity with the District's network configuration.
- 4) A toll-free support number.

VIII. Scope of Support Requested

- A. During the contract period, the Contractor(s) will be required to provide any computer and network support services deemed necessary by the District's Office of Technology.
- B. Support may include: Basic Maintenance including a regular schedule of preventive maintenance for all eligible network technologies; assistance in the diagnosis, maintenance and repair of network problems; maintenance of the district network communication file servers including all network operating systems, file server backups, network switches, network routers, and network cabling. This might be proposed as multiple levels of hourly fees for multiple levels of technical competence.
- C. Support may also include: Installation of necessary cabling additions, both UTP and multi-mode fiber optics installed to industry standards, codes and statutes. Pricing might best be proposed as a price sheet.
- D. Support may also include: provision of any network hardware parts, components and network software that may be required to maintain operation of the District's network within the goals of the District's Technology Plan. Pricing might best be proposed as a cost-plus arrangement.
- E. Installation of network projects will also be included within the support discussed in this RFP. This might be proposed as multiple level hourly fees for multiple levels of technical competence.
- F. The contract(s) is(are) scheduled to begin on July 1, 2006 and extend at least through June 30, 2007. The number of days each month on which the District will need support, and the level(s) of support needed, will vary depending on the requirements of the District.
- G. The District reserves the right to negotiate a multi-year contract, or a contract that features an option for voluntary extensions, if deemed in the best interest of the District.

IX. Proposal Format and Requirements

It is the intent of the District that the RFP Response (The Proposal) is presented in the following format. It is the requirement of the District that the Offeror execute the acknowledgement statement at the end of this Section IX. The Offeror may wish to consider using a cover letter to relay any other information deemed necessary by the Offeror.

All Offerors must provide at a minimum, the following information in the following order. **Any portion not included will be cause for possible elimination from the proposal process.** The information should be organized as indicated below. Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as non-responsive.

Proposals must be made in the official name of the firm or individual in which business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal.

One signed original and five (5) copies of the proposal must be provided by the Offeror.

Firm Information

- Firm Name
- Firm Address
- Contact information for the Officer of the Firm in charge of this Proposal
- Contact information for proposed account manager and lead engineer.
- SPIN
- Federal Taxpayer Identification Number
- Firm Profile

Understanding of the Project

- Provide a detailed description of all of the services to be provided.
- Provide a detailed description of the Offeror's plan for delivering all of the services to be provided,

- And, a detailed description of the Offeror's plan for maintaining complete communications with the District in the process.

Contractor Qualifications

- Provide statements and documentation of the firm's experience in network system integration, and in the provision of technical support for complex LAN/WAN environments.
- Provide copies of all insurance certificates, including liability and Workman's Compensation.
- Provide documentation of any and all company and personnel certifications relating to the Areas of Expertise defined in this RFP.
- Provide the firm's job descriptions for each proposed level of support personnel, addressing skills and experience as presented in this RFP. Sample Resumes may be provided if available.
- Any other information that would be helpful to the District.

Contractor Client Base/References

The contractor should have a minimum of five (5) references for similar engagements performed within the past two years. WCSD desires that at least three (3) of these references be school districts. For each of the references, provide the following information:

- Client Name
- Client Location
- Contact name(s), telephone numbers, and email address(s)
- Inclusive dates of engagement
- Description of engagement

Cost

- Provide a schedule of hourly rates for the personnel to be provided. This schedule should detail each level of support personnel to be provided (for instance Network Engineer, Network Technician, Desktop Technician, etc.). The schedule should also address any other charges associated with support personnel, such as travel and/or after hours support.
- Provide a means for pricing any network hardware, parts, components and network software that may be required to maintain operation of the District's network. This is usually accomplished by a "cost plus" formula accompanied by a legal definition of "cost". The District will, however, consider other approaches to this goal.
- Provide a mechanism for pricing necessary cabling additions, both UTP and multi-mode fiber optics; installed to industry standards, codes and statutes. This

is usually accomplished by a detailed price sheet of hardware and installation fees, but the District will consider other approaches. The goal is to be able to price one or more cabling jobs without the need to consult the service provider.

Terms and Conditions

Offeror shall include a copy of proposed agreement terms and conditions. Price quotes must be inclusive of all expenses. Final terms and conditions will be negotiated prior to contract award.

Exceptions

- In a section titled “Exceptions”, Offeror is required to point out services and features which cannot be provided and contract conditions which cannot be met.
- If Offeror fails to object to any conditions of the RFP, it shall mean that the Offeror agrees with and will comply with all conditions set forth in this RFP.

Alternatives

- In a section entitled “Alternatives”, Offeror may list services, features, or contract conditions, which in the Offeror’s opinion may be more favorable to WCSD than those set forth in this document.
- Such services and conditions will be taken into account in evaluating the proposal. This, however, does not relieve the Offeror from adhering to the specifications in the base proposal.

Acknowledgement

In submitting this proposal, we (Offeror) understand that WCSD will determine at their discretion which proposal, if ANY, is accepted. We acknowledge that Offerors waive any right to claim damages of any nature whatsoever, based on the selection process and any communication associated with the selection and the final selection of successful Offeror.

We further acknowledge that the Williamsburg County School District has the right to verify any and all information submitted by the Offeror, to evaluate Offeror's integrity, reliability, and capacity for satisfactory performance, to wave any and all technicalities and to award a contract that is deemed in the best interest of the Williamsburg County School District .

FIRM NAME: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Williamsburg County School District Kingstree, South Carolina

RFP # WCSD-2006-001

Addendum 1 – December 6, 2005

Following are changes, additions, deletions, or additional information to the RFP. All addenda are considered a component of the RFP.

Questions asked by potential responders through 11:59 PM December 5, 2005

Question: Will you be looking for a single company to provide the wiring and network support or will you break it out?

Answer: The RFP anticipates multiple awards, multiple contracts and the potential for multiple companies.

Question: We are unable to tell what to price. We understand the hourly rates, but we do not have descriptions of what to provide maintenance for, etc. Are we missing something?

Answer: The RFP requests pricing for basic maintenance of the eligible network components / infrastructure in the District.

In addition to the description provided in the RFP; the network infrastructure in the District is similar to other SC Public School Districts and, in general terms, consists of approximately the following components:

- 2500 UTP drops
- 60 6 strand FO pulls
- 13 Cisco 3640 Routers
- 4 Catalyst WS-C3550-12G switches
- 45 Catalyst WS-C3508-XL-EN switches
- 40 Catalyst WS-C3550-48-SMI
- 25 Catalyst WS-C3550-24-SMI
- 6 Catalyst C4506 switches chassis
- 2 Catalyst WS-X4306-GB module
- 1 Cisco PIX 515E firewall
- 13 Dell Power Edge 6600 servers
- 19 Dell Power Edge 6400 servers

RFP # WCSD-2006-001

Addendum 1 – December 6, 2005

THIS NETWORK SUPPORT SERVICES AGREEMENT ("Agreement") is made effective January 3, 2006, by and between Williamsburg County School District ("The District"), with offices at 423 School Street, Kingstree, South Carolina 29556 and CSI Technology Resources, Inc. ("CSI"), with offices at 1661 East Main Street, Easley, South Carolina 29640.

In consideration of the mutual promises contained herein, The District engages CSI to perform the work described below and CSI accepts such engagement, under the following terms and conditions.

1. **AGREEMENT.** The District and CSI agree that this Agreement specifically includes and incorporates, as binding components of this Agreement, the language of the following documents:
 - a. The Williamsburg County School District RFP number WCSD-2006-001
 - b. Exhibit D: Schedule of Sites, Equipment and Infrastructure covered by this Agreement
 - c. The December 14, 2005 CSI proposal offered in response to RFP WCSD-2006-001
 - d. The December 30, 2005 CSI proposal clarification and negotiations letter offered in response to RFP WCSD-2006-001
 - e. Any future Amendment(s) and/or Addenda to this Agreement

The parties shall look to the RFP for resolution of conflict or ambiguity in the following order of precedence: (1) the RFP; (2) exhibits, attachments, amendments, addenda and other documents to be developed in the future that shall become a part of this Agreement, (3) this Agreement, (4) purchase orders or acknowledgements issued by the District, and then, (5) the December 14, 2005 CSI proposal offered in response to RFP WCSD-2006-001.

The parties agree that any computer and network support services requested by the District that are not eligible for Universal Service Fund E-Rate discounts, will not be provided by CSI under the terms of this Agreement, but will be provided separately.

If, during the term of this Agreement, it becomes appropriate to consider (1) an extension of the Term of the Agreement, (2) a renewal of the Agreement, or any other change or amendment to the Agreement; an Addendum to the Agreement may be executed by agreement and acceptance of both parties hereto. Renewals (up to five years) may be negotiated and executed by agreement and acceptance of both parties hereto.

2. **TERM.** This agreement will continue through September 30, 2009, unless terminated earlier, or extended, as provided herein.

CSI INITIALS

JR

DATE

1/8/06

WCSD INITIALS

Rm

DATE

1/5/06

3. **SCOPE OF WORK.** The objective of this Agreement is to provide The District with E-Rate eligible installation and configuration of networked systems expansion and/or upgrade projects consisting of eligible network components including wire line and wireless LAN infrastructure. The services provided will include provision of necessary UTP and fiber optic cabling. All of the parts, components, and services provided to The District under the terms of this Agreement are billable if authorized by The District.
4. **GENERAL CONTRACT COVERAGE.** This Agreement covers all of the E-Rate eligible sites in the District during the Term of this Agreement. This Agreement is a time and materials contract for non-recurring services and is not contingent upon The District receiving an approved Funding Commitment Decision Letter from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). The District may require CSI to begin work prior to notification by the SLD or to begin work after notification by the SLD. In either case, the District is responsible for all costs associated for any and all work performed by CSI resulting from this Agreement. The District is also responsible for ensuring the accuracy of all information sent to the SLD.
5. **COMPENSATION**
- a. Level 3 Support. The District will pay CSI a fee equal to \$90 per hour of work provided by CSI personnel during the term of this agreement, provided the work is authorized by The District.
 - b. Level 2 Support. The District will pay CSI a fee equal to \$85 per hour of work provided by CSI personnel during the term of this agreement, provided the work is authorized by The District.
 - c. Level 1 Support. The District will pay CSI a fee equal to \$65 per hour of work provided by CSI personnel during the term of this agreement, provided the work is authorized by The District.
 - d. The District will pay CSI for travel time at ½ the normal hourly fee, provided the District has authorized the work in advance.
 - e. The District will pay CSI no surcharge for services performed outside of normal working hours (after hours, weekends and holidays).
 - f. All components provided by CSI will be priced as follows:
 - i. Cisco Switch and router gear at 40% off retail
 - ii. Cisco SmartNet service at 12% off retail
 - iii. Cisco Firewall Product at 38% off retail
 - iv. Tandberg video conferencing gear at prices equal to Tandberg SC State Contract prices
 - v. otherwise 8% above COST
 - vi. plus Retail Sales Tax where applicable.
 - g. All cabling maintenance adds, moves and changes requested by the District will be provided at the pricing provided in the December 14, 2005 CSI Proposal of Services offered in response to RFP WCSD-2006-001.
6. **STATUS OF PARTIES.** CSI is an independent contractor and not an employee, agent, or partner of or a joint venture with The District. All employees, servants or

CSI INITIALS

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WCSD INITIALS

DATE

1/5/06

2 of 5

agents of CSI retain the status of CSI Technology Resources, Inc. as an independent contractor and not an employee, agent or partner of or a joint venture with the District.

7. **SUBCONTRACTING OR ASSIGNMENT.** CSI will not subcontract or assign the work undertaken or any of its obligations or rights under this agreement without The District's prior written consent.
8. **INVOICING AND PAYMENT.** CSI will invoice The District monthly. Invoices will reference this Agreement by number and itemize the services provided, the hours billed per person and the expenses incurred. Invoices will be accompanied by such back-up documentation as the District may reasonably require. The District will pay all properly submitted invoices within 30 days of the invoice date. Invoices not paid within 30 days of the invoice date will be subject to a monthly charge of 1.25%.
9. **CONFIDENTIALITY.** CSI acknowledges and agrees that all information (whether verbal or written) about the District and the District's business disclosed to CSI by the District or learned by CSI during the performance of the work hereunder is "Confidential Information." Such Confidential Information is the District's sole property and this Agreement does not give CSI title or any rights to or any interest in the same. CSI agrees that it will disclose the Confidential Information only to those of its employees who have a need to know it for purposes of performing this Agreement and who have agreed to hold it in confidence as provided herein; will take such steps as are necessary to prevent any unauthorized disclosure of the Confidential Information; will not produce, sell, offer for sale or otherwise commercially exploit or make any use whatsoever of the Confidential Information (except to perform this Agreement) without the District's prior written consent; and will promptly deliver the Confidential Information and all copies thereof to the District at any time upon the District's written request. The foregoing confidentiality obligations do not extend to any information which was known to CSI and in its possession prior to commencing work hereunder (as evidenced by CSI's prior written records); is proven to have been in the public domain at the time of disclosure by The District; is proven to have been rightfully obtained hereafter from a third party which had no obligation of confidentiality to the District with respect thereto; or is required to be produced by governmental laws or regulations or judicial orders, provided that CSI notifies the District promptly in writing that such production has been requested and takes all reasonable steps to protect any information produced from public disclosure.
10. **CSI'S WARRANTIES.** CSI warrants that it has special expertise in the design, configuration, installation, maintenance and management of networked information systems and that it will perform the work hereby undertaken with its best efforts, in accordance with customary and generally accepted professional standards and practices, and in compliance with all applicable federal, state and local laws, regulations and orders.

CSI INITIALS

DATE

JTC
1/8/06

WCSD INITIALS

DATE

JSM
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11. **CONTACTS.** The District's Contracting Officer for this work will be Regina McKnight, Director of Technology, and the CSI Contracting Officer will be Tom Clinton, Vice President of Sales. These persons will be responsible for all communications, decisions and approvals in connection with the work.
12. **INSURANCE.** During the term of this agreement, CSI will maintain, at its own expense, the following insurance coverage, as evidenced by insurance certificates provided to The District on request: statutory worker's compensation and employer's liability; comprehensive general public liability in the amount of \$1 million bodily injury/property damage per occurrence; and automotive liability in the amount of \$1 million bodily injury/property damage per occurrence.
13. **FORCE MAJEURE.** CSI will not be liable for any delays in performance hereunder due to events beyond its reasonable control (including, without limitation, acts of God, fire, flood, acts of war, acts of sovereign governments, and labor disputes) provided that it gives prompt notice of the nature and extent of the delay to the District, and further provided, that if such event continues for a period of more than five (5) days, the District may terminate this Agreement upon written notice to CSI, without further obligation to CSI hereunder.
14. **TERMINATION.** If either party breaches any warranty hereunder or any provision of this Agreement, the other party may terminate this Agreement upon written notice, without further obligation hereunder, and/or may pursue any remedies available to it hereunder or at law or equity.
15. **OTHER TERMINATION.** This Agreement may be terminated by either party upon sixty (60) days written notice to the parties at their respective addresses as stated above. The District agrees to pay all sums owed through the date of termination and CSI agrees to furnish all service through the date of termination. All other provisions of the Agreement not in conflict with this provision shall remain in full force and effect.
16. **NOTICES.** Except as provided in Section 2 (regarding notification of a request for service and confirmation of the dispatch of services), all notices and required communications hereunder will be in writing and will be deemed given when delivered to the designated contact persons in person or three (3) days after deposit in the United States mail, postage prepaid, addressed to the addresses first stated above or such other addresses as they have designated.
17. **ENTIRE AGREEMENT, AMENDMENTS.** This Agreement, and any Amendments and/or Addenda, contains the entire agreement between the parties and supersedes any prior agreements (whether verbal or written, subject to the language of Item 1. AGREEMENT above) between them concerning the matters covered. In the event of a conflict between this Agreement and any District purchase order or any other document or form of the parties, this Agreement will supersede and govern (as

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confirmed in Item 1. AGREEMENT above). This Agreement may not be amended or modified except by a written amendment executed by both parties.

18. **WAIVER.** The failure of either party at any time to exercise any of its rights under the Agreement will not be deemed to be a waiver of such rights and will not in any way prevent such party from subsequently asserting or exercising such rights or any other rights hereunder.
19. **GOVERNING LAW.** This Agreement will be governed, construed and enforced in accordance with the laws of the State of South Carolina, without recourse to the conflicts of laws provisions thereof.
20. **SEVERABILITY.** If any provision of the Agreement is or becomes invalid, in whole or part, under any applicable law or regulation, it will be deemed stricken and the rest of the Agreement will remain in full forces and effect.
21. **PARTIES.** This Agreement is binding on the District and CSI and their respective directors, officers, employees, agents, successors and any duly authorized assigns.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement in duplicate as of the date first written above.

**WILLIAMSBURG COUNTY SCHOOL
DISTRICT**

By: Regina S. McKnight
Name: Regina S. McKnight
Title: Director of Technology
Date: January 5, 2006

**CSI TECHNOLOGY
RESOURCES, INC.**

By: [Signature]
Name: Thomas P. Lystra
Title: V.P. of Sales
Date: 1/8/06

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